

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

FILED
SEP 18 2002
JUDGE ELAINE E. BUCKLO
UNITED STATES DISTRICT COURT

JESSICA REED and ALEXIS SLEET,
minors by and through their mother,
REBECCA REED and TIATISHA
REED, a minor by and through her
mother, **APRIL REED,**

Plaintiffs,

V.

P. O. BRADLEY HESPE,
et al.,

Defendants.

02 C 1151

JUDGE BUCKLO

MAGISTRATE JUDGE ASHMAN

DOCKETED
SEP 19 2002

RELEASE AND SETTLEMENT AGREEMENT

Plaintiffs, Jessica Reed and Alexis Sleet, minors by and through their mother Rebecca Reed and Tiatisha Reed, a minor by and through her mother, April Reed, by one of their attorneys, Shehnaz I. Mansuri, and the City of Chicago, by its attorney, Mara S. Georges, Corporation Counsel of the City of Chicago, and defendants, Bradley Hespe and James Vasavid, by one of their attorneys, Geri Lynn Yanow, Assistant Corporation Counsel of the City of Chicago, herein stipulate and agree to the following:

1. This action has been brought by plaintiffs, Jessica Reed and Alexis Sleet, minors by and through their mother Rebecca Reed and Tiatisha Reed, a minor by and through her mother, April Reed, against defendants, Bradley Hespe and James Vasavid, and makes certain allegations contained in plaintiffs' first amended complaint.
2. Defendants deny each and every allegation of wrongdoing as stated in plaintiffs' first amended complaint, and, further, deny liability.

3. The parties and their respective attorneys acknowledge that settlement of this claim is not an admission of liability, or of unconstitutional or illegal conduct by or on the part of any defendant and/or the City of Chicago and/or its future, current or former officers, agents and employees, and shall not serve as evidence or notice of any wrongdoing by or on the part of any defendant and/or the City of Chicago and/or its future, current or former officers, agents and employees. The parties and their respective attorneys further acknowledge that settlement is made to avoid the uncertainty of the outcome of litigation and the expense in time and money of further litigation and for the purpose of judicial economy. Plaintiffs and their attorneys agree that they or any firm with which said attorneys are affiliated or with which said attorneys may later become affiliated shall not use this settlement as notice of misconduct on the part of any defendant and/or the City of Chicago and/or its future, current or former officers, agents and employees, or for any other purpose in any other litigation, and that any such use is inconsistent with the terms of this Release and Settlement Agreement.

4. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, plaintiffs, Jessica Reed and Alexis Sleet, minors by and through their mother Rebecca Reed and Tiatisha Reed, a minor by and through her mother, April Reed, agree to dismiss with prejudice all of their claims against defendants, Bradley Hespe and James Vasavid, with costs and attorneys' fees to be paid by the City of Chicago in the amount specified in paragraph 5.

5. Plaintiff, Jessica Reed, a minor by and through her mother Rebecca Reed, accepts a settlement from the City of Chicago, in the total amount of ONE THOUSAND AND ONE (\$1001.00) DOLLARS. Plaintiff, Alexis Sleet, a minor by and

through her mother Rebecca Reed, accepts a settlement from the City of Chicago, in the total amount of ONE THOUSAND AND ONE (\$1001.00) DOLLARS. Tiatisha Reed, a minor by and through her mother, April Reed, accepts a settlement from the City of Chicago, in the total amount of ONE THOUSAND AND ONE (\$1001.00) DOLLARS. Costs and attorneys' fees are to be paid by the City of Chicago in the total amount of THREE THOUSAND ONE HUNDRED TWENTY FIVE AND 17/100 (\$3,125.17) DOLLARS.

6. The City of Chicago agrees to pay plaintiffs the total settlement amount within sixty (60) days after receipt by the Corporation Counsel's Office of a file-stamped copy of the Agreed Order of Dismissal. This sum shall be payable solely by the City of Chicago, and plaintiffs, and/or their attorneys agree that they will not seek payment from any source other than the City of Chicago. The settlement checks will be made payable to plaintiffs, their attorneys, and lien claimants, if any, of which the City has notice.

7. In consideration of this settlement entered pursuant to this Release and Settlement Agreement, and upon advice of counsel, plaintiffs agree to indemnify and hold harmless the City of Chicago, and its future, current or former officers, agents and employees including, but not limited to, defendants, Bradley Hespe and James Vasavid, from any claims, losses, damages or expenses, including attorneys' fees and costs, incurred, or which may be incurred, by reason of any lien or any other claim or interest held by any person, entity or corporation against any moneys received or to be received by plaintiffs under the settlement entered pursuant to this Release and Settlement Agreement.

8. Plaintiffs, upon advice of counsel, understand and agree that in consideration of the settlement entered pursuant to this Release and Settlement Agreement, plaintiffs do hereby release and forever discharge on behalf of themselves and their heirs, executors, administrators and assigns, all claims they had or have against defendants, Bradley Hespe and James Vasavid, and the City of Chicago, and its future, current, or former officers, agents and employees, including but not limited to all claims they had, have or may have in the future, under local, state, or federal law, arising either directly or indirectly out of the incident which was the basis for this litigation, and that such release and discharge also is applicable to any and all unnamed and/or unserved defendants.

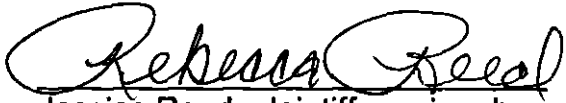
9. This Release and Settlement Agreement and any documents that may be executed under paragraph 12 herein contain the entire agreement between the parties with regard to the settlement of this action, and shall be binding upon and inure to the benefit of the parties hereto, jointly and severally, and the heirs, executors, administrators, personal representatives, successors, and assigns of each.

10. This Release and Settlement Agreement is entered into in the State of Illinois and shall be construed and interpreted in accordance with its laws. Terms contained herein shall not be construed against a party merely because that party is or was the principal drafter.

11. In entering into this Release and Settlement Agreement, plaintiffs represent that they have relied upon the advice of their attorneys, who are the attorneys of their own choice, and that the terms of this Release and Settlement Agreement have been interpreted, completely read and explained to them by their attorneys, and that

those terms are fully understood and voluntarily accepted by plaintiffs. Plaintiffs also represent and warrant that no other person or entity has or has had any interest in the claims or causes of action referred to herein, that they and their attorneys have the sole right and exclusive authority to execute this Release and Settlement Agreement and receive the sums specified herein, and that they have not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims or causes of action referred to herein.

12. All parties agree to cooperate fully and to execute a Stipulation to Dismiss and any and all supplementary documents and to take all additional actions which are consistent with and which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Release and Settlement Agreement.


Jessica Reed, plaintiff, a minor by
and through her mother Rebecca Reed

Address: 4056 W. Van
Buren

Date of birth: 2/7/88 - Jessica Reed

*SSN: _____

City of Chicago
a Municipal Corporation

Mara S. Georges

Corporation Counsel
Attorney for City of Chicago

BY: 

Jeffrey Given
Chief Assistant Corporation Counsel
30 North LaSalle Street
Suite 900

Chicago, Illinois 60602
(312) 744-9210

Atty. No. 06184989

Date: 6 Sept 02

Rebecca Reed

Alexis Sleet, plaintiff, a minor by
and through her mother Rebecca Reed,

Address: 4080 W. Van Buren

Date of birth: 3/22/85 Alexis Sleet

*SSN: _____

April Reed

Tiatisha Reed, plaintiff, a minor by
and through her mother, April Reed

Address: 4056 W. Van Buren

Date of birth: 2/25/86 - Tiatisha Reed

*SSN: _____

Shahnaz

Shahnaz J. Mansuri
Attorney for plaintiffs,
Jessica Reed and Alexis Sleet, minors by
and through their mother Rebecca Reed
and Tiatisha Reed, a minor by and through
her mother, April Reed
30 N. LaSalle Street
Suite 2140
Chicago, Illinois 60602
(312) 580 1830
Attorney No. 70798

DATE: 9/5/02

*Providing SSN is voluntary

Geri Lynn Vanow

Geri Lynn Vanow
Assistant Corporation Counsel
Attorney for defendants,
Bradley Hespe and James Vasavid
30 North LaSalle Street
Suite 1400
Chicago, Illinois 60602
(312) 744-2837
Attorney No. 06198618

DATE: 9/6/02